

be promoted by the mortgagor. The principal money advanced was applied in the purchase of the mortgaged premises, which contained salt springs of speculative value and which the company were to develop and work. In a foreclosure suit—

Held, that the proviso for redemption was not unreasonable and should not be relieved against.

W. H. Trueman, for plaintiff. Kaye, for defendant.

ROBERTSON v. MILLER. [Dec. 20, 1904.]

Restitution—Reversal of decree.

Where goods were sold under an execution upon a decree reversed on appeal for error it was held that restitution should be of the amount of the sale and not of the real value of the goods.

F. G. Taylor, for defendant. Teed, K.C., for plaintiff.

Province of Manitoba.

KING'S BENCH.

Perdue, J.] MCARTHUR v. MCARTHUR. [Jan. 12.]

Alimony—Interim alimony—From what time ordered—Where motion for may be made—Inquiry into merits.

Action for alimony. The statement of claim contained no demand of a specific sum by way of interim alimony. On the filing of the defence the plaintiff amended her statement of claim and on the same day moved for interim alimony. The Referee made an order providing for payment of interim alimony from the commencement of the action. Defendant appealed.

Held, 1. The motion was not premature and that, under Rule 433 of "The King's Bench Act," plaintiff was not bound to wait until the time for delivering the defence to the amended statement of claim had elapsed.

2. If plaintiff had in the statement of claim demanded a specific time as contemplated by Rule 601, plaintiff might, on the defendant's failure to take advantage of the provisions of that Rule, have obtained an order for payment of interim alimony from the commencement of the action; but, as she had